

**IN THE UNITED STATES DISTRICT COURT  
FOR THE NORTHERN DISTRICT OF ILLINOIS  
EASTERN DIVISION**

BANK OF AMERICA, N.A., a North Carolina corporation,	)	
	)	
	)	
Plaintiff,	)	Case No. 12-cv-07480
	)	
v.	)	Honorable Sharon Johnson Coleman
	)	
CHI CHING YANG, an individual, ANGELA CHIANG, an individual,	)	Magistrate Judge Sheila M. Finnegan
	)	
Defendants.	)	

**PLAINTIFF'S MOTION FOR ENTRY OF JUDGMENT  
AND FOR LEAVE TO FILE FEE MOTION**

Plaintiff, Bank of America, N.A. and Redstone Funding LLC (collectively "Plaintiff"), by their attorneys, Leonard S. Shifflett and Steven V. Hunter of Quarles & Brady LLP, pursuant to Fed. R. Civ. P. 54(c), requests that the Court enter judgment in favor of Plaintiff<sup>1</sup> and against Defendants Chi Ching Yang and Angela Chiang (collectively the "Defendants"), jointly and severally, in the total amount of \$4,275,903.64 and grant Plaintiff leave to file a Fee Motion after August 1, 2014 (if one is necessary). In support of its Motion, Plaintiff states as follows:

1. On May 27, 2014, this Court decided that the Defendants defaulted on the CAKK Guarantees<sup>2</sup>. (Doc. 35).
2. Consequently, Plaintiff is entitled to collect \$4,275,903.64 in actual damages from the Defendants,<sup>3</sup> which amount includes:

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<sup>1</sup> Bank of America, NA filed a motion contemporaneous with the instant motion to have Redstone Funding LLC substituted as the Plaintiff in the instant action. Plaintiff will ask that judgment be entered in favor of Redstone Funding LLC.

<sup>2</sup> Defined terms have the same meaning ascribed in the Complaint.

<sup>3</sup> A worksheet of calculations and authority is attached to this Motion as Ex. 1.

a.	\$4,228,458.90	Principal
b.	\$41,414.65	Late fees
c.	\$6,030.09	Interest
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	\$4,275,903.64	Total

3. Since no additional issues remain to be decided, Plaintiff moves this Court to enter judgment against the Defendants for \$4,275,903.64 *instanter*. Fed. R. Civ. P 54.

4. Pursuant to the CAKK Guarantees, Plaintiff is also entitled to collect the \$106, 999.95 in attorneys' fees it incurred related to the enforcement of the CAKK Loans and Guarantees. (*See* Complaint, Exs. 6, 7, 11, 12, 17 and 18).<sup>4</sup>

5. On June 11, 2014, Plaintiff provided Defendants with its attorneys':

- a. time records; and
- b. hourly rates;

pursuant to L.R. 54.3. (Ex. 2).

4. In the event the parties are not able to reach agreement with respect to the appropriate measure of fees and costs the Defendants are required to pay by August 1, 2014, Plaintiff requests leave to file its Fee Motion with this Court anytime thereafter (but not more than 70 days after this Court's final judgment).

WHEREFORE, Plaintiff prays for entry of a \$4,275,903.64 judgment in its favor in the form attached as Exhibit 3 and for leave to file its Fee Motion by August 1, 2014, if the parties

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<sup>4</sup> "Guarantor further agrees to pay all reasonable costs and expenses (including, but not limited to, court costs and reasonable attorneys' fees) paid or incurred by [Plaintiff] in endeavoring to collect or enforce performance of any obligations, or in enforcing this Guaranty."

are unable to agree on the appropriate amount of attorneys' fees and costs the Defendants are required to pay.

Dated: June 11, 2014

Respectfully submitted,  
**BANK OF AMERICA, N.A.**

By: /s/ Steven V. Hunter  
One of Its Attorneys

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